

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.  9172-000005		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER  VA-786-11-RQ-0396	
6. SOLICITATION ISSUE DATE  05-01-2012		7. FOR SOLICITATION INFORMATION CALL:  a. NAME Ira S. Clavner		b. TELEPHONE NO. (No Collect Calls) 215-381-3787 x 4635		8. OFFER DUE DATE/LOCAL TIME 06-15-2012 COB	
9. ISSUED BY Department of Veterans Affairs National Cemetery Administration 75 Barrett Heights Rd. Suite 309  Stafford VA 22556				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 327390 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs National Cemetery Administration 75 Barrett Heights Rd. Suite 309  Stafford VA 22556			
16. ADMINISTERED BY Department of Veterans Affairs National Cemetery Administration 75 Barrett Heights Rd. Suite 309  Stafford VA 22556				17a. CONTRACTOR/OFFEROR Department of Veterans Affairs Financial Services Center  P.O. Box 149971 Austin TX 78714-9971			
18a. PAYMENT WILL BE MADE BY  Department of Veterans Affairs Financial Services Center  P.O. Box 149971 Austin TX 78714-9971				19. TELEPHONE NO.  <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA  917-570100-4210 01BA701G1 0102G 2012			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Ira S. Clavner NCA 11L3-3478				30c. DATE SIGNED			
31c. DATE SIGNED				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 00786  
Department of Veterans Affairs  
National Cemetery Administration  
75 Barrett Heights Rd. Suite 309  
  
Stafford VA 22556

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer -  
Other than Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other [MONTHLY]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs  
Financial Services Center

P.O. Box 149971  
Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO

DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SUPPLIES OR SERVICES AND PRICES / COSTS**

### **PRICE SCHEDULE:**

**CONCRETE GRAVELINERS:** Contractor shall provide all labor, equipment, material and transportation (F.O.B. Destination within consignee premises) necessary to furnish and install prefabricated concrete grave liners to the Gerald B. H. Solomon Saratoga National Cemetery, 200 Duell Road, Schuylerville NY, 12871-1721. Graveliners shall be fabricated in strict accordance with Attachment - A (GSA Commercial Item Description A-A-30194 [dated July 26, 1993] - LINER, GRAVE, CONCRETE).

**SITE VISIT:** Offerors or quoters shall inspect all sites where services shall be performed and to satisfy themselves regarding all general and local conditions that shall affect the cost of contract performance. In no event shall failure to inspect one or all sites constitute grounds for a claim after contract award. If you plan to conduct a site visit / inspection of the Saratoga National Cemetery, YOU SHALL CONTACT one of the following personnel to make arrangements:

Daniel M. Cassidy, Cemetery Director.....(518) 581-9128  
Candace Bombard, Program Analyst.....(518) 581-9128  
Facsimile #.....(518) 583-6975

**POST AWARD CONFERENCE:** Prior to commencement of work, contract awardee shall make an appointment for a conference with the COTR and/or Contracting Officer COTR to assure that all parties understand all contractual obligations and the role that each party serves.

**CONTRACT TERM & TYPE:** This is a firm fixed-price supply type contract. The period of performance is from October 1, 2012 (or Date of Award - whichever is sooner) through September 30, 2013 with four (4) one (1) year renewal options.

**UNIT PRICE:** The unit price indicated in the Schedule is "all-inclusive" and covers the production, fabrication, transportation, delivery and installation of all Concrete Grave liners ordered. Liners shall be delivered and installed two (2) hours prior to scheduled interment time. Pricing shall include installation, removing the lid on a pre-placed crypt and/or graveliner and placing cover on pre-placed crypt and/or graveliner upon completion of interment.

The setting & covering of concrete graveliners shall be accomplished by the contractor and coordinated / scheduled with the Director, Saratoga National Cemetery or designee.

<b><u>BASE PERIOD:</u> October 1, 2012 thru September 30, 2013</b>					
CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
001	<b>Small Concrete Graveliner</b> Size: 58" X 20" X 18"	1	Ea.	\$ _____	\$ _____
002	<b>Medium Concrete Graveliner</b> Size: 86" X 30" X 24"	110	Ea.	\$ _____	\$ _____
003	<b>Oversized Concrete Graveliner</b> Size: 90" X 32" X 26"	6	Ea.	\$ _____	\$ _____
004	<b>Extra Large Concrete Graveliner</b> Size: 92" X 36" X 28"	4	Ea.	\$ _____	\$ _____
005	Surcharge for graveliner Delivery / Installation on weekends / holidays (estimated @ 2 per year)	2	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			<b>\$ _____</b>

<b><u>OPTION YEAR I:</u> October 1, 2013 September 30, 2014</b>					
CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
101	<b>Small Concrete Graveliner</b> Size: 58" X 20" X 18"	1	Ea.	\$ _____	\$ _____
102	<b>Medium Concrete Graveliner</b> Size: 86" X 30" X 24"	110	Ea.	\$ _____	\$ _____
103	<b>Oversized Concrete Graveliner</b> Size: 90" X 32" X 26"	6	Ea.	\$ _____	\$ _____
104	<b>Extra Large Concrete Graveliner</b> Size: 92" X 36" X 28"	4	Ea.	\$ _____	\$ _____
105	Surcharge for graveliner Delivery / Installation on weekends / holidays (estimated @ 2 per year)	2	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			<b>\$ _____</b>

<b>OPTION YEAR II: October 1, 2014 September 30, 2015</b>					
CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
201	<b>Small Concrete Graveliner</b> Size: 58" X 20" X 18"	1	Ea.	\$ _____	\$ _____
202	<b>Medium Concrete Graveliner</b> Size: 86" X 30" X 24"	110	Ea.	\$ _____	\$ _____
203	<b>Oversized Concrete Graveliner</b> Size: 90" X 32" X 26"	6	Ea.	\$ _____	\$ _____
204	<b>Extra Large Concrete Graveliner</b> Size: 92" X 36" X 28"	4	Ea.	\$ _____	\$ _____
205	Surcharge for graveliner Delivery / Installation on weekends / holidays (estimated @ 2 per year)	2	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			<b>\$ _____</b>

<b>OPTION YEAR III: October 1, 2015 September 30, 2016</b>					
CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
301	<b>Small Concrete Graveliner</b> Size: 58" X 20" X 18"	1	Ea.	\$ _____	\$ _____
302	<b>Medium Concrete Graveliner</b> Size: 86" X 30" X 24"	110	Ea.	\$ _____	\$ _____
303	<b>Oversized Concrete Graveliner</b> Size: 90" X 32" X 26"	6	Ea.	\$ _____	\$ _____
304	<b>Extra Large Concrete Graveliner</b> Size: 92" X 36" X 28"	4	Ea.	\$ _____	\$ _____
305	Surcharge for graveliner Delivery / Installation on weekends / holidays (estimated @ 2 per year)	2	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			<b>\$ _____</b>

<b>OPTION YEAR IV: October 1, 2016 September 30, 2017</b>					
CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
401	<b>Small Concrete Graveliner</b> Size: 58" X 20" X 18"	1	Ea.	\$ _____	\$ _____
402	<b>Medium Concrete Graveliner</b> Size: 86" X 30" X 24"	110	Ea.	\$ _____	\$ _____
403	<b>Oversized Concrete Graveliner</b> Size: 90" X 32" X 26"	6	Ea.	\$ _____	\$ _____
404	<b>Extra Large Concrete Graveliner</b> Size: 92" X 36" X 28"	4	Ea.	\$ _____	\$ _____
405	Surcharge for graveliner Delivery / Installation on weekends / holidays (estimated @ 2 per year)	2	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			<b>\$ _____</b>

**SUMMARY GRAND TOTAL**

<b>Base Period plus all Option Years:</b>	<b>\$ _____</b>
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***(End of Price Schedule)***

## DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

Contractor shall provide all labor, materials and transportation necessary to furnish and install Concrete Vaults at the Gerald B. H. Solomon Saratoga National Cemetery, 200 Duell Road, Schuylerville New York, 12871-1721, in accordance with the requirements of Commercial Item Description (CID), No. A-A-30194, dated July 26, 1993 (Attachment A).

**SUBMITTALS / TESTS (ACCEPTABILITY STANDARDS):** - In accordance with Commercial Item Description NO. A-A-30194, Quotationss shall include the following submittals and test data:

- Design Documentation, Method of Construction,
- Certification of Compliance & Analysis,
- Material Specifications, and
- Functional Load Test results.

### **B.2 GENERAL REQUIREMENTS**

Contractor shall deliver and install (on as needed basis) up to fifteen (15) concrete graveliners per day at a site to be determined by the Cemetery Director or designee. Contractor shall keep pace with the graveliner requirements of the Saratoga National Cemetery in the placement of graveliners and to remain in close proximity to excavation crews as directed and customarily required by VA National Cemetery policy and remain on station until grave covers are in place. Normally grounds crews shall be used daily for excavation which shall result in several different areas of the cemetery being used. Saratoga National Cemetery use grave sites measuring six (6) feet x ten (10) feet, three (3) feet x ten (10) feet and three (3) feet x eight (8) feet in all new burial sections. This shall require exact preciseness in placement of graveliners. Grave depths shall be generally five (5) or seven (7) feet deep but may exceed seven feet. It will also be Saratoga National Cemetery's policy to install empty graveliners for future burial requirements.

(a) Placement of Orders: Orders for concrete graveliners at Saratoga National Cemetery will be placed by the COTR or designee. Orders will be faxed to the contractor at the COTR's discretion.

(b) Inside Dimensions:

Small Graveliner	58 inches by 20 inches by 18 inches - (58" X 20" X 18")
Medium Graveliner	86 inches by 30 inches by 24 inches - (86" X 30" X 24")
Oversize Liner	90 inches by 32 inches by 26 inches - (90" X 32" X 26")
Extra Large Graveliner	92 inches by 36 inches by 28 inches - (92" X 36" X 28")

(c) Inscriptions: Date of manufacture shall be inscribed on both box & lid and shall be visible from the end of the box and lid.

(d) Metric & Imperial Unit Products: Products manufactured to Metric Unit dimensions (centimeters / kilograms / metric ton) shall be considered on an equal basis with those manufactured to Imperial Unit dimensions (inch / pound) units, providing they



fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376, and all other requirements of this document shall be met.

(Note: If a product shall be manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch-pound units, a request shall be made to the VA Contracting Officer, in conjunction with the COTR, who will accept or reject the product).

- (e) Packaging & Marking: Graveliners shall be palletted or otherwise prepared for shipping in accordance with Attachment - A (Commercial Item Description (CID) No. A-A-30194). Graveliners and lids shall be marked in accordance with the CID.
- (f) Agents / Branches: If the bidder maintains agents and/or branches, the Department of Veterans Affairs shall be provided with a list containing any information necessary indicating how and with whom orders shall be placed.

### **B.3 DELIVERY & INSTALLATION**

- (a) Cemetery Access: Deliveries will be permitted through entry from Duell Road, "Employees Only" entrance. Delivery dates, times and delivery storage locations will be coordinated with the Cemetery Director or his/her designee. The main cemetery entrance shall not be used for delivery access.
- (b) The Contractor shall be at the Cemetery and Graveliners shall be installed within the gravesite not less than thirty (30) minutes prior to scheduled interment. The unit shall be secured (lid placement made) not later than 30 minutes after the lowering of the casket in the gravesite.
- (c) The Contractor shall receive telephone notice of changes in delivery as the cemetery becomes aware of changes. The Cemetery Director or designee, depending upon interment rate as determined necessary will adjust estimated quantities.

### **B.4 SCHEDULING**

- (a) The Contractor shall work all burials scheduled during normal hours of operation and Federal Holidays. Normal hours of interment operations for purposes of installation of Graveliners shall be Monday thru Friday - 8:00 AM through 4:30 PM. The following day's schedule is available at the Administration Building at 4:00 PM each day. Any changes to the delivery / installation schedule shall be communicated to the Contractor as soon as the Cemetery has been made aware of such changes.
- (b) Federal Holidays: The contractor shall work burials scheduled during holidays and/or weekends within the Saratoga National Cemetery. The ten holidays observed by the Federal Government are as follows: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, or any other day specifically declared by the President of the United States to be a National Holiday.

- (c) All work shall be performed between the hours of 8:00 a.m. and 4:30 p.m. local time, Monday through Friday, excluding Federal Holidays. Work performed during non-duty hours, weekends and holidays, will be at the discretion of the COTR.
- (d) The contractor shall phase all work in such a manner as not to impact on or interfere with cemetery operations. The contractor shall not operate equipment, machinery, or otherwise perform contract work within 250 feet of any ongoing interment service. The COTR, at his discretion, will direct and arrange the contractor's performance in specific areas of the cemetery to ensure smooth cemetery operations.

## **B.5 INSTALLATION**

- (a) Saratoga National Cemetery will not provide any equipment, personnel or assistance to the Contractor for the installation of graveliners. All work normally associated with the placement of the Graveliners shall be the contractor's responsibility. Sufficient manpower and equipment shall be provided by the contractor for the safe, acceptable and timely installation of the units.
- (b) Contractor's equipment and operating procedures shall meet all OSHA AND DOT requirements. Equipment used in performance of this contract is subject to inspection by the Cemetery Director or designee.
- (c) Saratoga National Cemetery will not provide employees to assist with the installation. The Contractor shall have a minimum of two (2) employees on-site at the cemetery to support burials where graveliners shall be installed. The installation of the Graveliners requires a sufficient crew to lower the Graveliner into the grave as not to cause a cave-in. If a cave-in occurs, the Contractor shall make repairs and correct deficiencies.
- (d) When lowering the Graveliner, the contractor shall keep the liner level at all times, preventing it from going side to side as well. Casket rests shall allow for easy removal of two (2) or three (3) lowering straps. Whenever feasible, a lowering device shall be used and is the preferred method.
- (e) Contractor shall assure that Graveliners shall be properly guided into the grave. Graveliners shall be visually spotted and placed in accordance with grave site alignment criteria. The Cemetery reserves the right to determine what constitutes an acceptably placed unit in accordance with placement requirements.
- (f) Removal, replacement or corrective work resulting from negligence by the Contractor shall be corrected at no additional cost and shall not interfere with the normal performance of the contract. Corrective work shall not result in delays for scheduled interments or result in National Cemetery employees having to work beyond the normal working hours of 8:00 a.m. to 4:30 p.m.
- (g) The Contractor will be notified of requirements for units to be delivered to the National Cemetery the day prior to Graveliners being required at the cemetery. The following day's scheduling shall be available at the Administration Building at 4:00 PM each day.

- (h) Reopened / Occupied Gravesites - Empty Graveliners Not Installed: For those gravesites where empty graveliners were not installed, the Contractor shall transport graveliners into established burial sections in a manner that shall not damage the access area of the area surrounding the gravesite. In some instances (with approval of the Cemetery Director) the Contractor shall use a specialized truck equipped with modified flotation tires. Equipment used shall not exceed 11,000 lbs. gross weight when operating in established burial sections. Cemetery personnel will be available to provide assistance in determining access points into burial sections.
- (i) Reopened / Occupied Gravesites - Empty Graveliners Installed: The Contractor shall exercise care and attention to detail in the removal and replacement of lids/tops of empty graveliners that were installed during previous interments. The lids of units shall be propped in an open position for use except when required to be left over weekends. Over weekends the lids shall be secured (closed). Equipment used during this procedure shall be operated in a manner that shall not cause undue damage to the area surrounding the gravesite.
- (j) Damages Caused By Contractor's Neglect: In the event damages result to the units and/or gravesites (cave-in's) or surrounding areas, including damage to third parties due to neglect by the Contractor, repair and/or restoration shall be accomplished at no cost to the agency. Corrective work because of damages shall not result in delays or changes for scheduled interments, work assignments or delay daily operations.
- (k) Storage: Up to twenty-four (24) standard units and ten (10) oversize units will be allowed to be stored on the cemetery grounds. Additional units will be stored only with written approval of the Cemetery Director. The exact location of the storage area will be determined by the Cemetery Director or designee.
- (l) Rejection: All damaged or rejected units shall be removed, without exception, from the cemetery grounds by the end of each work week (five workdays). All rejected units shall be identified & marked as mutually agreed upon by the Contractor and Cemetery Director or designee.

#### **B.6 CONTRACTOR RESPONSIBILITIES**

- (a) Appearance: Contractor personnel appearance and conduct shall be professional and unobtrusive at all times. Questions from cemetery visitors shall be politely referred or directed to cemetery personnel.
- (b) Conduct: Contractor personnel shall not engage in loud or boisterous behavior, use profane or abusive language or use personal radios. Due to the sensitive mission of the Cemetery, contractor employees shall exercise courtesy and respect while within the cemetery. If inquiries are received from visitors, they shall be referred to Saratoga National Cemetery employees in the field or the administrative office.
- (c) Dress: Contractor employees shall be fully clothed at all times, to include an upper garment to cover the body from the waist to neck and long pants. At no time shall shorts allowed. Garments that have a message of slogan other than the contractor's business attire shall be prohibited. Other clothing in question shall require the written approval of the Cemetery Director or designee.

- (d) The contractor shall observe traffic, parking, directional signs and regulations when using the cemetery's roadways. Vehicles shall not be driven off of the paved roadways onto non-paved areas without first securing permission from the COTR.
- (e) The contractor shall leave all work areas free of debris and in the same condition as before the work commenced. The contractor shall take all necessary precautions to protect vegetation, as appropriate, in the immediate work area(s).
- (f) Work Ethics: The Government **will not** tolerate a contractor influencing a family, concerned person, or funeral service persons to use or not use a Government-provided Graveliner.

## **B.7 CONTRACT MANAGEMENT**

- (a) Representatives of the Contracting Officer: The VA Contracting Officer will designate one (or more) representatives to serve as the Contracting Officer's Technical Representative (COTR) to act for him/her in furnishing technical guidance and advice or generally directing the work to be performed under the contract. Such designation will be in writing and will define the scope and limitations of the COTR's authority. A copy of the designation(s) will be furnished to the Contractor at time of award.
- (b) The COTR will direct and arrange the Contractor's work schedule in specific areas of the cemetery to coordinate with daily cemetery activities and operations. Duties and responsibilities of the COTR include day-to-day monitoring of the contract as follows:
  - (i) Providing contract oversight and technical guidance to the Contractor.
  - (ii) Placing orders for services.
  - (iii) Verification / certification of payments to the Contractor for services rendered.
  - (iv) Assuring that any changes effecting work involved, price, terms and/or conditions under the contract are not implemented before written authorization will be issued by the Contracting Officer.
- (c) All administrative contract functions will be the responsibility of the VA Contracting Officer. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, will be authorized in writing by the Government Contracting Officer.
- (d) Site Manager: The Contractor shall provide a "Site Manager" who shall be on-site at all times during contract performance. The Site Manager shall be responsible for the following:
  - (i) Directing, overseeing and coordinating the work involved.
  - (ii) Staying abreast of all upcoming cemetery functions including special holiday events and interment activities.
  - (iii) Ensuring that contract work does not cause any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.

- (e) The Site Manager shall re-direct work throughout the rest of the Cemetery – so that productive use of labor and equipment is assured, and downtime shall be avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COTR will then do so.
- (f) Communication & Coordination of Work with COTR: Communication with the COTR (or designee) shall be strongly encouraged. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb burial services. Trucks and workmen are prohibited from passing through the service area during this period.
- (g) Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract shall require maximum coordination between the Government and the Contractor. The Government will provide, at the time of contract award, a list of Government personnel authorized to act as COTR.
- (h) The Contractor shall possess and maintain all necessary insurance, licenses and permits required for contract performance. Contractor shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of New York.
- (i) Reporting "on-the-job" Injuries: The Contractor shall report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall notify the COTR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This shall be followed up by a written notice to the COTR. Any Contractor (including its agents and employees) that knowingly files a false claim will be criminally prosecuted.

***(End of Statement of Work/Specifications)***

## SECTION C - CONTRACT CLAUSES

### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

#### **C.1 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through September 30, 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### **C.2 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for

the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after October 31, 2012.

(End of Clause)

**C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

**C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

**C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**C.6 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)**

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as

otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

**C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED  
VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;



(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## **C.8 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

## **C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

52.232-18

AVAILABILITY OF FUNDS

APR 1984

**C.10 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES  
INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

852.246-71

(End of Provision)  
INSPECTION

JAN 2008

(End of Addendum to 52.212-4)

**C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS  
(APR 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☐ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAR 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

☒ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (MAR 2012) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)



**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**ATTACHMENT A COMMERCIAL ITEM DESCRIPTION, LINER, GRAVE, CONCRETE**

## ATTACHMENT A

### COMMERCIAL ITEM DESCRIPTION

METRIC  
A-A-30194  
July 26, 1993

#### LINER, GRAVE, CONCRETE

The General Services Administration has authorized the use of this commercial item description as a replacement for VA Specification X1708G for concrete.

This commercial item description describes Concrete Graveliners intended for use in national Cemetery to prevent the sinkage of soil in graves.

**Salient Characteristics.** LINER, GRAVE, CONCRETE - Shall be constructed from reinforced concrete utilizing Portland cement. Cement shall be of commercial quality using steel and/or polypropylene reinforcement. In addition the material(s) used in the production of concrete graveliners shall be impervious to any destructive action of the natural elements possibly contained in the cemetery soil which can range from extreme acidic to extreme alkaline conditions.

Concrete graveliners shall be properly cured for 28 days before delivery and the concrete shall have a minimum compression strength of 31,027 kilopascal (kPa) or 4,500 pound-force/square inch (PSI).

**Style 1** - Box with separate lid

**Style 2** - Dome with a base

**Style 3** - Dome without a base

#### **SIZES**

#### **INTERNAL DIMENSIONS (Imperial Unit)**

- |                      |                         |
|----------------------|-------------------------|
| a. Small Liner       | 58 in by 20 in by 18 in |
| b. Medium Liner      | 86 in by 30 in by 24 in |
| c. Oversize Liner    | 90 in by 32 in by 26 in |
| d. Extra Large Liner | 92 in by 36 in by 28 in |

#### **SIZES**

#### **INTERNAL DIMENSIONS (Metric Unit)**

- |                      |                          |
|----------------------|--------------------------|
| a. Small Liner       | 147 cm by 51 cm by 46 cm |
| b. Medium Line       | 218 cm by 76 cm by 61 cm |
| c. Oversize Liner    | 229 cm by 81 cm by 66 cm |
| d. Extra Large Liner | 234 cm by 91 cm by 71 cm |

Internal dimensions listed above are nominal for the standard sizes and small variances are permitted in the use of standard commercial products providing size permits use of standard caskets.

UNIT: EACH

**Workmanship.** Graveliners shall be free from defects which detract from its appearance or impair its serviceability.

**Production specification.** The following shall be included as part of the bid:

- a. Type of material or materials
- b. Material specifications
- c. Methods of construction
- d. Testing procedures and findings

**Performance.** Graveliners furnished shall be designed for a maximum burial depth of 2.13 m (84 in) from the bottom of the liner, with minimum soil cover of 46 cm (18 in), be capable of structurally withstanding passage of an axle load of 5.0 metric tons (11,000 lbs.) after burial and provide for ease of installation. Liners shall have a sufficient weight bearing surface area to prevent sinkage. This area shall vary depending upon soil conditions, but in all cases, shall be capable of passing the functional test specified in paragraphs entitled "Functional tests" in order to perform this function in place after installation. The ongoing static loads in this environment include the weight of the backfill, changes in the water table, and pressures from the freeze-thaw cycle where applicable. In addition, the graveliner shall be designed to withstand the dynamic, differential and impact loads and stresses which are exerted upon a unit during the interment process. Such loads and stresses include compaction of the (backfill) soil, excavation of adjoining gravesite, as well as the pressures and forces exerted by normal cemetery excavation, compaction and maintenance equipment. Graveliner designs shall be such as to prevent any potential sinkage due to chiseling (The sinkage process caused because of insufficient surface area contact with the bottom of the grave.) and fatigue creep (The long run sagging process of the weight bearing surface area).

**Design and construction.** Graveliners shall meet the performance requirements. The combination of the design shape, design thickness, structure and material shall be capable of supporting the required 2.27 metric tons (5,000 lbs.) center load pressure test and the axle load test of 5.0 metric tons (11,000 lbs.), plus the superimposed earth load. Both the exterior dimensions and the weight of the graveliner shall be kept to a minimum in accordance with the normal internal dimension standards specified above in Paragraph labeled "Salient characteristics" and the required structural strength specified above. Design contours and shapes shall be such as to eliminate any possible back-fill voids, settling, sinking, floating or raising of the graveliner once interred. The graveliners and parts thereof shall have provisions to facilitate both the ease of installation and removal of the unit and its component parts. All lifting apparatus shall be adequately anchored in the unit to sufficiently withstand the stresses of lifting and placing the unit. Graveliners shall have knockout holes to permit drainage.

**Inscription.** The date of manufacture shall be permanently recorded on the graveliner so that the contractor can identify his product according to the date of production.

## **QUALITY CONTROL AND ASSURANCE PROVISIONS**

**Responsibility for inspection.** Unless otherwise specified in the contract or purchase order, the contractor shall be responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the contractor shall use his own or any facilities suitable for the performance of the inspection requirements specified herein unless disapproved by the Government.

The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure that supplies and services conform to prescribed requirements.

**Records.** Records of examinations and tests performed by or for the contractor shall be maintained by the contractor and made available to the Government, upon the Government's request, at any time, or from time to time, during the performance of the contract and for a period of three years after delivery of the supplies to which such records relate.

**Inspection.** Inspection, as used herein, shall be defined as both examination (such as visual or auditory investigation without the use of special laboratory appliances or procedures) and testing (determination by technical means of physical and chemical properties) of the item.

**Preproduction sample.** When specified, a preproduction sample shall be required and shall be examined and tested in accordance with this specification. The preproduction sample shall be representative of the production article. However, the requirements for furnishing a preproduction sample will be waived as to a bidder if:

- a. The bidder states in the bid that the product offered shall be the same as a product previously furnished to the procuring activity under a prior contract, and the bidder identifies the contract.
- b. The contracting officer determines that such product meets the requirements of the specification.

**Tests.** Tests shall be conducted to determine compliance with these commercial item description requirements. Where feasible, the same sample shall be used for the determination of two or more test characteristics.

**Testing of components.** Upon request, the supplier shall furnish a certification of compliance, issued by an independent testing laboratory or an approved testing program. This would include an analysis for all characteristics of material specified and applicable referenced specifications. The Government reserves the right to verify the correctness of such certificates of compliance and analysis. Approved graveliners are subject to both random compliance and complete re-testing.

The graveliners shall conform to the following American Society for Testing and Materials (ASTM) Standards.

- ASTM C 33 - Standard Specifications for Concrete Aggregate
- ASTM C 39 - Test Method for Compressive Strength of Cylindrical Concrete Specimens
- ASTM C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Cement
- ASTM C 94 - Standard Specification for Ready-Mixed Concrete

- ASTM C 150 - Standard Specification for Portland
- ASTM C 173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
- ASTM C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete
- ASTM C 330 - Standard Specification for lightweight Aggregates for Structural Concrete
- ASTM C 494 - Standard Specification for Chemical Admixtures for Concrete

**Sampling for examination.** Sampling for examination shall be conducted in accordance with MIL-STD-105, with an AQL of 1.0 (percent defective) and an inspection level of S-1.

**Examination of furnished product.** Graveliners shall be examined for the defects listed below. Whenever a deviation to specified requirements shall be noted, correction shall be made. Failure to make corrections will be cause for rejection:

- a. Size/dimensions not as specified.
- b. Materials not as specified.
- c. Production date not inscribed or otherwise permanently recorded.
- d. Drainage holes not provided.
- e. Surface contains foreign inclusions, spalling, holes, cracks, large voids, or other evidence of poor manufacture.
- f. Provisions to facilitate installation and removal not provided.

**Functional Test.** Upon request, a functional load test shall be made at the contractor's expense under the direction of the contracting officer, or his/her representative, to insure the graveliner, as furnished, shall be capable of supporting load weight stated in paragraph entitled "Design and construction". The functional test shall consist of two loading conditions:

- a. Unconfined loading. (Center Load Pressure Test)
  1. Place base on 10.16 cm (4 in) x 10.16 cm (4 in), spaced approximately 0.305 m (12 in), from each end of the test product.
  2. Place cover on base. The producer shall choose to use a temporary gasket material in the sealant (tongue and groove) area of a graveliner in place of the permanent sealant.
  3. A test frame shall be assembled around the center of the test unit.
  4. Cushion material shall be used to assure that a 0.093 sq. m (1 sq ft); bearing plate shall uniformly load the test unit. Special care shall be taken for units with arch-shaped tops or carapaces.

5. A hydraulic ram shall be pressurized until the ram engages the bearing place, and shall be set at a preload pressure of 226.8 kg (500 lb) for a minimum of one minute.
6. The inspector shall add additional pressure to the test unit in 2,268 kg (5,000 lb) increments. This pressure shall be added gradually, taking at least thirty (30) seconds to add each additional 226.8 kg (500 lb) load. Once the 226.8 kg (500 lb) increment has been added, the test unit shall be allowed a minimum of one minute at rest prior to the next load increase. This procedure shall be repeated until the full 2,268 kg (5,000 lb) load has been properly applied.
7. The concrete graveliner shall withstand the 2,268 kg (5,000 lb) of static load on the 0.93 m (36 in), section at the critical load area for a minimum of five (5) minutes without failure.

b. Confined loading.

1. The liner shall be placed on a flat surface below ground and covered with a granular soil material. The soil shall be compacted thoroughly around and on top of the liner to a thickness of 46 cm (18 in). A wheeled tractor or truck with an axle load of 5.0 metric tons (11,000 lbs.) shall then be passed over the covered liner for a minimum of twenty (20) times in repetition. The liner shall not show any signs of material overstress or cracking.
2. Upon completion of Confined loading test the adjacent "gravesite" shall then be excavated to a maximum depth of 2.13 m (84 in), exposing the longitudinal side of the tested unit for a period of no less than twenty-four (24) hours. The unit shall not exhibit any signs of potential material fatigue, creep, chiseling, excessive deflection, scratching or infringement of the adjacent gravesite.

The contracting officer or his/her designated representative at any time will make unannounced inspections of the contractor's plant.

**Contractor certification.** The contractor shall certify that the product offered meets the salient characteristics of this description and conforms to the producer's own drawings, specification, standards, and quality assurance practices. The Government reserves the right to require proof of such conformance prior to first delivery and thereafter as will be otherwise provided for under the provisions of the contract.

**Regulatory requirements.**

**Federal Food, Drug and Cosmetic Act** - If the product covered by this document has been determined by the U.S. Food and Drug Administration to be under its jurisdiction, the offeror/contractor shall comply, and be responsible for compliance by its subcontractors/suppliers, with the requirements of the Federal Food, Drug and Cosmetic Act, as amended, and regulations promulgated there under. In addition, the offeror/contractor shall comply, and be responsible for compliance by its contractors/suppliers, with the requirements of all other applicable Federal, State, and local statutes, ordinances, and regulations.

**Recovered materials.** The offeror/contractor shall be encouraged to use recovered material in accordance with Federal Acquisition Regulation Subpart 23.4 to the maximum extent practical.

**Packaging and packing.** Graveliners shall be palletted or otherwise prepared for shipping in accordance with standard commercial practice to insure carrier acceptance and safe delivery in containers complying with rules and regulations applicable to the mode of transportation.

**Marking.** Shipping containers shall be marked in accordance with the manufacturer's standard commercial practice. The production date shall be inscribed or otherwise permanently marked on each component which makes up a graveliner.

Copies of Federal Standard No. 376, Preferred Metric Units for General Use by the Federal Government and Federal Test Standard 191 are available from General Services Administration Business Service Centers in Boston, MA; New York, NY; Philadelphia, PA; Washington, DC; Atlanta, GA; Chicago, IL; Kansas City, MO; Fort Worth, TX; Denver, CO; San Francisco, CA; Los Angeles, CA; and Seattle, WA.

Copies of Specifications and Standards are also available from Department of Defense Single Stock Point. Special Assistance Desk, telephone (215) 697-2667 or 2179 shall provide you adequate information by mail or Tele-Specs mode.

Copies of United States Pharmacopoeia (USP) regulations shall be obtained from USPC, Inc., 12601 Twinbrook Parkway, Rockville, MD 20852, USA.

Ordering data. Purchasers shall select the preferred options permitted herein, and include the following information in procurement documents:

- a. Title, number, and date of this commercial item description
- b. Type, style and size.

MILITARY INTERESTS: CIVIL AGENCY COORDINATING ACTIVITIES

Military Coordinating Activity: FDA-MPQAS, PHS, DoD-MD

PREPARING ACTIVITY:

VA-OSS VANAC (904)  
Agent VA-OSS VACO (92A):

AGENT: DLA-DM

Custodians:  
Army - MD  
Navy - MS  
Air Force - 03

Project No. 9930-2395

FSC 9930 / A-A-30194

## SECTION E - SOLICITATION PROVISIONS

### ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

#### E.1 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the Department of Veterans Affairs and The National Cemetery Administration as to Requirements of the Statement of Work. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

52.225-25	(End of Provision) PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION	NOV 2011
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(End of Addendum to 52.212-1)

#### E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Technical Capability
- Past Performance
- Price
- Financial Responsibility

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is



unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

### **E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (APR 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs (blank).

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as

defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____



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[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -- Free Trade Agreements -- Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In

the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror

certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

**E.4 ADDENDUM to FAR 52.212-1 Instructions to Offerors --- Commercial Items -  
Sub-Part 13.5 Test Program**

This procurement is being conducted under the Subpart 13.5 test program where simplified acquisition procedures apply and the conduct of the procurement will be in accordance with Parts 12, 13 or 15 of the FAR or some combination thereof.